

HIGH COURT OF CHHATTISGARH AT BILASPUR

DIVISION BENCH

Coram: **Hon'ble Shri H.L.Dattu, C.J. and**
Hon'ble Shri D.R.Deshmukh, J.

M.A.(C.)No.336 of 2007

Appellant
Non-Applicant

The Oriental Insurance Company
Limited, Kamthi Line, Rajnandgaon
(C.G.), Through Divisional
Manager, Divisional Office, Malviya
Nagar, Durg (C.G.)

versus

Respondents
Applicant

1. Smt. Pancha Kumari, W/o Late Sant
Kumar Sahu, aged about 30 years
2. Ku. Lalita, D/o Late Sanat Kumar
Sahu, aged about 15 years
3. Yogesh Kumar Sahu, S/o Late
Sanat Kumar Sahu, aged about 13
years
4. Ku. Chameli Bai, D/o Late Sanat
Kumar Sahu, aged about 9 years
5. Ku. Geeta, D/o Late Sanat Kumar
Sahu, aged about 11 years

Respondents No.2 to 5 are minor
through guardian Mother Pancha
Kumari, all R/o Village - Mudiya, P/s
Dondi Lohara, District : Durg,
Chhattisgarh

6. Hero Honda, Sthaniya Prabandhak,
Jai Motors, G.E. Road,
Rajnandgaon, Chhattisgarh
7. Cholamandalam Finance Co
Ramadhaeen Marg Rajnandgaon,
Chhattisgarh

Misc. Appeal (Claim) under Section 173 of Motor Vehicles Act, 1988

Present : Shri Vipin Tiwari, counsel for the appellant.

ORAL ORDER

(Passed on 13th April, 2007)

The following oral order of the Court was passed by
D.R.Deshmukh, J.

Heard.

(21)

(2) The only point urged by the learned counsel for the appellant is that only 3rd party risk was covered under the policy of the insurance issued by the appellant – insurance company and, therefore, risk of the owner, who was driving the motor vehicle which collided against the tree resulting in death, was not covered.

(3) We have heard learned counsel for the appellant and perused the impugned award. Para 15 of the award reads as under :

"15. अनावेदक क्रमांक 3 के साक्षी क्रमांक -1 शरद ठक्कर (विकास अधिकारी) के कथन अनुसार ओरिन्टल इन्शोरेंस कम्पनी के द्वारा जारी प्रदर्श डी-1 की पालिसी एकजाई पालिसी थी जिसके अंतर्गत गाड़ी, स्वतः का नुकसान एवं तृतीय पक्ष को होने वाले नुकसान शामिल था । अतः प्रदर्श डी-1 की पालिसी के अंतर्गत पालिसीकर्ता सनतकुमार की व्यक्तिगत क्षति के लिए भी बीमा कम्पनी उत्तरदायी है । तदनुसार आवेदकगण का दावा वास्ते क्षतिपूर्ति राशि प्रचलनशील है ।"

(4) It is thus clear that the appellant – insurance company had issued comprehensive policy of insurance under which not only the damage to the vehicle and the risk of the 3rd party was covered, but the risk of the owner was also covered. In this view of the matter, the sole argument advanced by the learned counsel for the appellant cannot be countenanced.

(5) We do not find any merit in this appeal, which is accordingly dismissed.

(6) Consequently, I.A.No.01/2007 also stands disposed of.

Sd/-
Chief Justice

Sd/-
Dilip Raosaheb Deshmukh
Judge